



NOTICE OF SOLICITATION

SERIAL 04001-RFP

REQUEST FOR PROPOSAL FOR: DENTAL SERVICES PLAN ADMINISTRATION

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M./M.S.T. on MARCH 19, 2004** for the furnishing of the following for Maricopa County Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "SERIAL 04001-RFP REQUEST FOR PROPOSAL FOR DENTAL SERVICES PLAN ADMINISTRATION."

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for Proposals must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED A <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS
MANAGEMENT CENTER

INQUIRIES:

STEVE DAHLE
PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3450

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON FEBRUARY 26, 2004, 9 AM AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

TABLE OF CONTENTS

NOTICE

TABLE OF CONTENTS

NO RESPONSE DOCUMENT

M/WSBE CONTRACT PARTICIPATION

SECTION:

1.0 INTENT

2.0 SCOPE OF WORK

3.0 SPECIAL TERMS & CONDITIONS

ATTACHMENTS:

ATTACHMENT A – PRICING

ATTACHMENT B – AGREEMENT PAGE

ATTACHMENT C – REFERENCES

ATTACHMENT D – CONTRACTOR INFORMATION

ATTACHMENT E – QUESTIONNAIRE

ATTACHMENT F – PROVIDER GEOGRAPHIC SUMMARY

EXHIBITS:

EXHIBIT 1 LETTER OF TRANSMITTAL SAMPLE

EXHIBIT 2 CLAIMS EXPERIENCE

EXHIBIT 3 PPO PLAN DESIGN

EXHIBIT 4 RATE HISTORY

NO RESPONSE

Proposers not responding to this proposal are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 04001 -RFP"

Responses must be received **BY 2:00 P.M., MARCH 19, 2004**. Proposers failing to submit a proposal, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 04001 -RFP

TITLE: DENTAL SERVICES PLAN ADMINISTRATION

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO PROPOSAL:

- _____ Insufficient time
- _____ Do not handle product/service
- _____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

Attachments E, F, and G provide detailed information and forms, to be submitted as part of your proposal. If no goal has been set the attachments will be not be required to be submitted with the RFP.

THESE FORMS MAY BE LOCATED AT <http://www.maricopa.gov/materials>. M/WSBE PARTICIPATION FORMS.

REQUEST FOR PROPOSALS FOR: DENTAL SERVICES PLAN ADMINISTRATION

1.0 INTENT:

It is the intent of the county to solicit bids for an ASO dental claim administration and dental PPO network management (participating and non-participating providers) for a self-insured dental program commencing January 1, 2005.

1.1 BACKGROUND:

Maricopa County (the County) provides services to people in urban, suburban and rural areas within the County. The County's employees reside in the Phoenix metropolitan area as well as Gila Bend, Wickenburg, etc.

The County, which consists of County Administration and Maricopa Integrated Health Systems (MIHS) has an employee population in excess of 14,000 benefit eligible employees. Approximately 12,335 employees and retirees participate in the dental plans.

The current active employee dental participation is:

Prepaid Dental	3,638
PPO Dental	<u>8,697</u>

Total in Dental is 12,335

The current retiree dental participation is:

PPO Dental	20
------------	----

2.0 SCOPE OF WORK:

2.1 Program Outline

2.1.1 Eligibility:

- A regular status employee scheduled to work at least 20 hours per week.
- Any existing retiree, who left County medical coverage, cannot enroll in dental coverage. For new retirees, the retiree has the option of electing dental coverage.

2.1.2 Eligibility period/Enrollment Effective Date:

- Coverage begins the first day of the month following date of hire. Benefit deductions begin the first day of the pay period in which your coverage begin date falls.
- Since retiree dental is new effective 01/01/04, any existing retiree who left County medical coverage, cannot enroll in dental coverage. For new retirees, the retiree has the option of electing dental coverage.

2.2 MANDATORY CONTRACTOR'S QUALIFICATIONS:

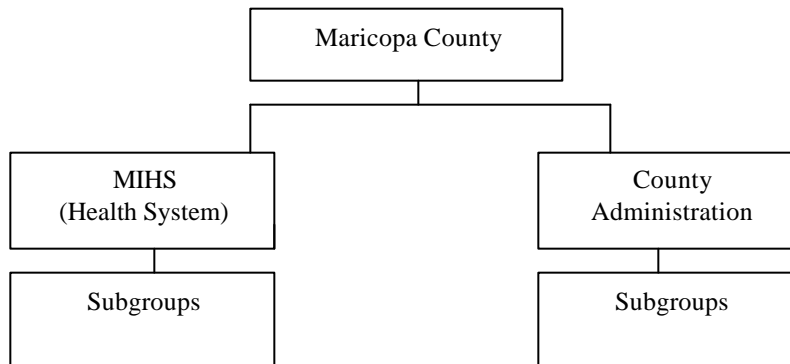
2.2.1 Contractor shall receive electronic payroll files per pay period (24) via a secured server.

2.2.2 When available, Contractor shall receive eligibility data at least weekly in a file format generated electronically from the County's PeopleSoft HRIS System (Version 8.8). In addition, contractor shall accommodate changes in file layouts due to PeopleSoft upgrades.

2.2.3 Contractor shall apply data received electronically from the County and will generate an exception report. This will be sent electronically to the County.

2.2.4 In an emergency situation contractor shall receive paper or electronic enrollment data/forms via fax.

- 2.2.5 Contractor must accept subscriber identification number as defined by the County. A subscriber identification number could be either: an employee identification number, social security number or an alternative identification number.
- 2.2.6 Contractor shall maintain and update electronic database of all participants including but not limited to participants name, subscriber identification number as defined in 2.25, addresses, etc., needed to administer the claim payments, maintain complete history, and report to the County, Federal and State regulatory bodies as may be necessary or required
- 2.2.7 Contractor shall maintain and update procedures and computer software needed to receive and process all benefit claims according to the Plan and all current and future regulations.
- 2.2.8 Contractor shall maintain claim processing procedures and software needed to screen claims for duplicate payments.
- 2.2.9 Contractor shall maintain a general ledger in accordance with the County's specifications reflecting deposits and disbursements of the Plan's claims account(s);
- 2.2.10 Contractor shall administer for the plan participants electing to continue their dental plans under COBRA, as determined by County.
- 2.2.11 Contractor shall provide online access/self-service capabilities indicating where the participating employee can inquire about his/her account through a secured website accessible with a personal identification number. Provider directories shall also be available on-line.
- Contractor shall provide online access capabilities where the employer can inquire about eligibility, review claims status, enroll a participating employee, and generate reports through a secured website accessible with an identification number.
- 2.2.12 Claims forms and processing instructions shall be made available upon request and posted electronically to contractor's website. Claim forms should clearly state the mailing address and telephone number, and the processing instructions should be clear and complete.
- 2.2.13 Contractor shall set up the account structure for eligibility and reporting as defined by employer. This includes, but is not limited to the following relationship:



- 2.2.14 Provide initial, ongoing and replacement identification cards in a timely manner and indicate account structure and data elements.

- 2.2.15 Process adjustments/corrections to the contractor's eligibility/enrollment data within 5 working days following response from the County to contractor's reconciliation/exception report. If the contractor does not process terminations within 5 working days the contractor will be responsible for all fees and claims processed after the 5th working day in which the notice was provided by the County.
- 2.2.16 Conduct an annual Maricopa County specific customer service satisfaction survey and provide the County with results and an action plan to improve any unsatisfactory results.
- 2.2.17 Contractor will properly adjudicate and pay county specific claims based on the following standards: a) payment of 90% or more of all clean claims within 10 working days of receipt; b) financial accuracy rate should be 99% or more; c) procedural accuracy rate should be between 96%-98%; and d) a combination of financial and procedural incidence of 96% or more. Contractor shall notify via an Explanation of Benefits (EOB) within one claims cycle or two weeks, whichever is less of approved, denied or pending status of claims. Contractor shall allow the county or their designee to conduct an audit of claims activity to determine if standards were achieved.
- 2.2.18 The Contractor shall provide a customer service program description that includes, at a minimum, the availability of customer service representatives staffed at least from 8:00 a.m. to 6:00 p.m. MST to assist participants with questions regarding their claims; how to assist participants in the event of an emergency, weekend or after hours, number of Bilingual staff (English/Spanish); training program; documentation requirements, and telephone metrics of less than 30 seconds average speed of answer and less than 5% abandonment rate. Customer service representatives will have the ability to view information regarding eligibility, claims status, and will be trained to explain claims denials, pending status, reason for pending status, and claims payment to employees who contact them. Please include a sample copy of your programs in your response. The customer service program shall include a Toll free line for employees to contact the contractor with questions.
- 2.2.19 Contractor shall provide a quality program summary description that addresses quality of care with a work plan that includes goals, objectives, planned activities, timeframes, and responsible parties.
- 2.2.20 Contractor shall provide fully trained staff to participate during the County's Open Enrollment, New Employee Orientation, specific County Departmental Meetings and provide ongoing support according to a predefined service schedule.
- 2.2.21 Contractor shall provide a copy of first and second level claims appeal process.
- 2.2.22 Contractor shall produce and distribute all collateral materials in both English and Spanish.
- 2.2.23 Contractor will conduct an initial audit for the purpose of assessing system set-up.
- 2.2.24 To ensure the confidentiality of Protected Health Insurance (PHI), contractor shall be fully compliant, through automation and manual processes, with the Health Insurance Portability Accountability Act (HIPAA) and will sign a Business Associate Agreement.
- 2.2.25 Contractor shall participate in joint operations meeting with other external vendors, and will share data according to mutually agree upon guidelines and confidentiality agreements.

2.3 Implementation and Ongoing Requirements

To properly implement the plan, the successful Contractor will be required to devote staff attention to the following implementation and ongoing activities. Please include samples where appropriate.

- 2.3.1 Implementation Team as defined by the Contractor, shall have an expertise in Project Management and Issue Resolution Management.
 - 2.3.2 Set up client account according to a comprehensive time line, which will identify tasks, dates, and responsible parties.
 - 2.3.3 Meet with County Benefits personnel to establish banking and/or payment arrangements. Please include a copy of your banking process overview, funding and account monitoring options and cash management program reports.
 - 2.3.4 Provide sufficient supplies of up-to-date claim forms, instructions, and educational materials describing the Contractor and their services including payroll stuffers, benefit plan booklets and/or summary plan documents, provider directory etc. in English and Spanish, initially and on an ongoing basis at contractor expense.
 - 2.3.5 Attend open enrollment meetings, new employee orientation, departmental meetings, and provide ongoing support according to a predetermined schedule at contractor's expense as scheduled by Benefits personnel.
- 2.4 Reporting Requirements (minimum)
- All reports listed below are due by the 15th calendar day following the reporting period and are County specific. Please include a sample copy of each report.
- 2.4.1 Include a copy of your standard reporting package
 - 2.4.2 Number of claims received and/or processed, EOBs
 - 2.4.3 Per pay period reports of exceptions to the contractor's eligibility files.
 - 2.4.4 Monthly paid check listing.
 - 2.4.5 Monthly outstanding checks listing.
 - 2.4.6 Monthly fund transfers and amounts, and bank reconciliation.
 - 2.4.7 Monthly claims payment, enrollment and fees paid report.
 - 2.4.8 Quarterly claims turn around time reports.
 - 2.4.9 Number of appeals, reasons and outcomes each quarter.
 - 2.4.10 Claims quality results each quarter.
 - 2.4.11 Average speed of answer by Customer Service Representatives.
 - 2.4.12 Average abandonment rate of calls received by Customer Service Representatives.
- 2.5 County Rights and Obligations
- 2.5.1 The County, upon awarding a contract, assumes responsibility for the following actions:
 - 2.5.1.1 Distribute announcement of new contractor, plan design and administrative requirements.
 - 2.5.1.2 Review and approve all communications materials to employees including but not limited to summary plan description, claim forms, booklets, newsletters,

letters, and any other employee communication material prior to its printing and distribution.

2.5.2 The County approves all on-site visits by the Contractor's personnel to any County department or location prior to the scheduled visit.

2.5.3 The County will allow the Contractor to audit the County's records for valid business reasons to verify accounting of fee payments with proper notification.

2.6 UNDERWRITING REQUIREMENTS:

Your proposal should take into account the following:

2.6.1 Not to exceed renewal rate caps will be due 360 days prior to the contract renewal dates for years four, five and six. Final rates will be due 180 days prior to the contract renewal date.

2.6.2 The County will self-administer the payment of fees. All fees will be paid based upon the County's enrollment counts.

2.6.3 The County reserves the right to audit the contractor's claims processing, payments and membership records, with reasonable notice.

The contractor, by submitting a proposal in response to these specifications, acknowledges the County's right to select the auditors, and further agrees to cooperate fully with such auditors and waive any and all fees associated with providing access to the County's claim records including use of the contractor's staff time to assist in the audit. The audits may include, but not be limited to:

- a. Determinations of any mathematical errors in computation.
- b. Determinations that only eligible insureds have had claims honored.
- c. Review of dental charges per service.
- d. Review of turnaround time in claim processing.

The audits may be conducted during the policy period and/or upon completion of the policy period and/or following submission of the final policy report by the contractor at the discretion of the County.

Additionally, the contractor may be requested to provide periodic eligibility lists or tapes to the County at no charge in order to reconcile participants' eligibility.

If, at any time, the County has a reasonable belief that it is being systematically overcharged or double-billed under the contract, or that any other significant accounting irregularities exist, the County may conduct or hire an agent to conduct an audit of the Contractor's books and records with respect to this Contract. Such audit shall be undertaken at contractor's expense.

2.6.4 The Maricopa Integrated Health System (MIHS) may separate from the County. Should this happen MIHS will be allowed to purchase benefits through the County. However, they will be required to pay for services based upon their group's usage on a standalone basis. Please provide pricing based on 3 scenarios; (1) All of the County (2) The County Administration Only (3) MIHS Only.

2.6.5 Regardless of which pricing scenario is chosen, claims experience will need to be tracked and reported based upon the two separate entities individually (The County Administration and Maricopa County Integrated Health System).

- 2.6.6 The County may correct legitimate administrative errors and is the final determinant of when such errors have occurred. The County shall be the final determinant for all eligibility issues.
- 2.6.7 In determining any person's rights to benefits under the Plan, contractor shall rely upon eligibility information furnished by the employer.
- The policy's or contract's rate change date and anniversary will fall on January 1st. The County reserves the right to annually negotiate benefit modifications it considers in its best interest. Rates may be modified for such changes subject to mutual good faith negotiation on the value of such changes. By mutual agreement of the parties, the anniversary date of the contract may be changed to coincide with the County's fiscal year.
- 2.6.8 The County maintains the right to accept, reject, or cancel the contract of a contractor at any time following 30 days written notice, if there is a significant change, in the County's opinion, in the contractor's operation of the plan, including but not limited to, satisfaction with customer service, quality of the plan, satisfaction by the County's employees, and provider network.
- 2.6.9 The contractor shall have the capability to accept electronic transfer of funds.
- 2.6.10 The contractor shall be responsible for drafting, production and distribution, subject to County review and approval, of all communication materials and administrative forms in both English and Spanish. Such services may be subcontracted. Such documents shall be produced in sufficient quantities to meet the County's needs for existing and future employees. Quantities may be reduced, subject to County approval, for all documents available on-line. However, the County will make the final determination as to the number of hard copy documents needed on hand at any point in time. Please refer to the Implementation and Ongoing Requirements Section of RFP.
- 2.6.11 Successful contractor will implement Maricopa County in a timely fashion and accomplish the following tasks:
- 2.6.11.1 Setting up eligibility data (subscriber, dependents, correct plans, effective dates, etc.)
 - 2.6.11.2 Setting up the account structure and corresponding subgroups
 - 2.6.11.3 Setting up the plan design
 - 2.6.11.4 Setting up the dental provider contracts, terms and network relationships
 - 2.6.11.5 Correctly identifying services that need to be pre-determined
 - 2.6.11.6 Establishing the claims edits and/or business rules
 - 2.6.11.7 Transaction/coordination of care issues/ procedures are implemented correctly
 - 2.6.11.8 Accurately paying in-network and out-of-network claims according to the Summary Plan Document
 - 2.6.11.9 Accurate member correspondence and reporting

2.7 DELIVERY:

It shall be the Contractor's responsibility to meet the County's service requirements, as called for in the Scope of Work. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of Three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.3.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000,

each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 3.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.4 Certificates of Insurance.

- 3.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to transfer information under this Contract. Proposers without this capability shall be considered non-responsive and not eligible for award consideration.

3.6 SCHEDULE OF EVENTS

Request for Proposals Issued:

FEBRUARY 6, 2004

Deadline for written questions (72 hours after Pre-Proposal meeting). No questions will be responded to prior to the Pre-Proposal Conference. All questions must be submitted to

(SDAHLE@MAIL.MARICOPA.GOV) and be received by 12:00 AM Arizona time. All questions and answers will be posted to www.maricopa.gov with the original solicitation.

Deadline for submission of proposals is **2:00 P.M., MST, on MARCH 19, 2004**. All proposals must be received before 2:00 P.M. on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

Proposed review of Proposals and short list decision: MARCH 29, 2004

Proposed Proposer presentations: (if required) APRIL 5, 2004

Proposed selection and negotiation: APRIL 12, 2004

Proposed Best & Final (if required) APRIL 19, 2004

Proposed award of Proposal: MAY 19, 2005

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Proposer by parties other than the county.

- 3.7 PRE PROPOSAL CONFERENCE
THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON FEBRUARY 26, 2004, 9 AM AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003

- 3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, LEAD PROCUREMENT CONSULTANT, 602-506-3450
(sdahle@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Pat Vancil, Benefit Administration Manager, 602 372-2837]

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

- 3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide one (1) original (labeled) PLUS FIVE ELECTRONIC COPIES ON A CD and 1 copy of their proposal. **Proposers are to address proposals identified with return address, serial number and title in the following manner:**

**Maricopa County Department of Materials Management
320 W. Lincoln St.
Phoenix, AZ 85003**

Proposals must be signed by a corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

3.10 EXCEPTIONS TO THE SOLICITATION:

The Proposer shall identify and list all exceptions taken to all sections of 04001-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Proposer's exception. The Proposer will list these exceptions in the Best and Final Proposal under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 04001-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 04001-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them outright.

3.11 GENERAL CONTENT:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

3.12 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below: PROPOSALS ARE LIMITED TO 250 PAGES, SINGLE SIDED, 12 POINT FONT, (INCLUDING EXHIBITS, REPORTS ETC).

3.12.1 Letter of Transmittal (Exhibit 1)

3.12.2 Table of Contents

3.12.3 Short introduction and summary – This section shall contain an outline of the general approach utilized in the proposal.

3.12.4 Proposal – Your proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing your best offer. Additional related services should be incorporated into the proposal, if applicable. Include answers to Attachment E and F.

3.12.5 Personal Qualifications – All personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and an estimate of the time each would devote to this program, and other pertinent information.

3.12.6 Proposal exceptions

3.12.7 Pricing (Attachment A)

3.12.8 Proposers ASO agreement (to be incorporated in to the contract)

3.12.9 Agreement (Attachment B)

3.12.10 References (Attachment C)

3.12.11 Contractor Information (Attachment D)

3.13 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department, to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Proposer(s). Proposals will be evaluated on the following criteria which are listed RANK order.

3.13.1 PLAN DESIGN.

3.13.2 NETWORK ACCESS.

3.13.3 NETWORK DISCOUNTS.

3.13.4 FIRMS QUALIFICATIONS & EXPERIENECE.

3.13.5 ASO PRICING.

3.14 POST AWARD MEETING:

The successful Proposer(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Consultant of the Contract.

NOTE: PROPOSERS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS

ATTACHMENT A
PRICING

SERIAL 04001-RFP
PRICING SHEET S073911/B0602781

BIDDER NAME: _____
F.I.D./VENDOR #: _____
BIDDER ADDRESS: _____
P.O. ADDRESS: _____
BIDDER PHONE #: _____
BIDDER FAX #: _____
COMPANY WEB SITE: _____
COMPANY CONTACT (REP): _____
E-MAIL ADDRESS (REP): _____

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.
TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.
FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.
BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 _____
NET 15 _____
NET 20 _____
NET 30 _____
NET 45 _____
NET 60 _____
NET 90 _____
2% 10 DAYS NET 30 _____
1% 10 DAYS NET 30 _____
2% 30 DAYS NET 31 _____
1% 30 DAYS NET 31 _____
5% 30 DAYS NET 31 _____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: _____%

1.0 PRICING:

1.1

Dental Claim Administration:
Rate per month per employee:

Rate Guarantee		
Year 1 (1/1/2005 - 12/31/2005)	Year 2 (1/1/2006 - 12/31/2006)	Year 3 (1/1/2007 - 12/31/2007)

Maximum Rate Increase		
Year 4 (1/1/2008 - 12/31/2008)	Year 5 (1/1/2009 - 12/31/2009)	Year 6 (1/1/2010 - 12/31/2011)

ALL OF THE COUNTY

1.1.1 ASO Fee \$ _____ \$ _____ \$ _____ _____% _____% _____%

1.1.2 Network Access Fee \$ _____ \$ _____ \$ _____ _____% _____% _____%

What, if any, set-up fees are there in addition to the monthly ASO fees:

**1.1.3 Charge for
drafting benefit
document/booklet** \$ _____ \$ _____ \$ _____ _____% _____% _____%

ATTACHMENT A
PRICING

**1.1.4 Charge for
printing benefit
document/booklet
(assume initial order of
15,000 copies)**

\$ _____	\$ _____	\$ _____	_____ %	_____ %	_____ %
\$ _____	\$ _____	\$ _____	_____ %	_____ %	_____ %
\$ _____	\$ _____	\$ _____	_____ %	_____ %	_____ %
\$ _____	\$ _____	\$ _____	_____ %	_____ %	_____ %
\$ _____	\$ _____	\$ _____	_____ %	_____ %	_____ %

Maximum Rate Increase will be calculated against prior year rate in effect.

COUNTY ADMINISTRATION ONLY

2.1.1 ASO Fee \$ _____ \$ _____ \$ _____ _____ % _____ % _____ %

2.1.2 Network Access Fee \$ _____ \$ _____ \$ _____ _____ % _____ % _____ %

What, if any, set-up fees are there in addition to the monthly ASO fees:

**2.1.3 Charge for
drafting benefit
document/booklet**

\$ _____ \$ _____ \$ _____ _____ % _____ % _____ %

**2.1.4 Charge for
printing benefit
document/booklet
(assume initial order of
15,000 copies)**

\$ _____ \$ _____ \$ _____ _____ % _____ % _____ %

2.1.5 Other: (Describe)

\$ _____	\$ _____	\$ _____	_____ %	_____ %	_____ %
\$ _____	\$ _____	\$ _____	_____ %	_____ %	_____ %
\$ _____	\$ _____	\$ _____	_____ %	_____ %	_____ %
\$ _____	\$ _____	\$ _____	_____ %	_____ %	_____ %

Maximum Rate Increase will be calculated against prior year rate in effect.

HEALTH SYSTEM ONLY

3.1.1 ASO Fee \$ _____ \$ _____ \$ _____ _____ % _____ % _____ %

3.1.2 Network Access Fee \$ _____ \$ _____ \$ _____ _____ % _____ % _____ %

What, if any, set-up fees are there in addition to the monthly ASO fees:

**3.1.3 Charge for
drafting benefit
document/booklet**

\$ _____ \$ _____ \$ _____ _____ % _____ % _____ %

**3.1.4 Charge for
printing benefit
document/booklet
(assume initial order of
15,000 copies)**

\$ _____ \$ _____ \$ _____ _____ % _____ % _____ %

ATTACHMENT A
PRICING

3.1.5 Other: (Describe)

	\$	\$	\$	%	%	%
	\$	\$	\$	%	%	%
	\$	\$	\$	%	%	%
	\$	\$	\$	%	%	%

Maximum Rate Increase will be calculated against prior year rate in effect.